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7-4-1976

Kroger Co. and Retail Store Employees Union, AFL-CIO, Local 1099 Addendum (1976)

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Kroger Co. and Retail Store Employees Union, AFL-CIO, Local 1099 Addendum (1976)

Location

OH; KY; IN

Effective Date

7-4-1976

Expiration Date

7-3-1980

Employer

Kroger Co.

Union

Retail Store Employees Union

Union Local

1099

NAICS

44

Sector

P

Item ID

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Comments

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SCHEDULE "B" WAGES

NOV 29 1976

6-7.62

CLASSIFICATION	EFFECTIVE 7-4-76	EFFECTIVE 7-3-77	COLA Jan/78	EFFECTIVE 7-2-78	COLA Jan/79
<u>CLERK - REGULAR</u>					
START	4.08 (30)	4.20 (12)		4.30 (10)	
AFTER 6 MOS.	4.24 (35)	4.40 (16)		4.50 (10)	
AFTER 1 YR.	4.49 (40)	4.79 (30)		4.94 (15)	
AFTER 18 MOS.	4.78 (45)	5.13 (35)		5.43 (30)	
AFTER 2 YRS.	5.12 (50)	5.52 (40)		5.87 (35)	
AFTER 30 MOS.	6.025 (65)	6.575 (55)		7.125 (55)	
<u>CLERK - PART TIME</u>					
START	3.72 (30)	3.84 (12)		3.94 (10)	
AFTER 9 MOS.	4.15 (35)	4.30 (15)		4.40 (10)	
AFTER 18 MOS.	4.42 (40)	4.72 (30)		4.87 (15)	
AFTER 2 YRS.	4.75 (45)	5.10 (35)		5.40 (30)	
AFTER 30 MOS.	5.745 (65)	6.295 (55)		6.845 (55)	
AFTER 3 YRS.	6.025 (93)	6.575 (55)		7.125 (55)	
<u>FRONT-END MANAGER (ONLY)</u>					
Brackets 1 through 4	1.365 - 1.515	(55)		(55)	
<u>HEAD GROCERY, HEAD PRODUCE</u>					
\$0 to \$60,000	7.31 (65)	7.86 (55)		8.41 (55)	
*\$60,000 to \$100,000	7.36 (65)	7.91 (55)		8.46 (55)	
*\$100,000 to \$200,000	7.41 (65)	7.96 (55)		8.51 (55)	
Over \$200,000	7.46 (70)	8.01 (55)		8.56 (55)	
*Effective July 3, 1977, the \$60,000 to \$100,000 bracket becomes \$60,000 to \$120,000 and the next higher bracket becomes \$120,000 to \$200,000					
<u>HEAD DAIRY, HEAD FROZEN FOOD</u>					
\$0 to \$60,000	6.54 (65)	7.09 (55)		7.64 (55)	
*\$60,000 to \$100,000	6.59 (65)	7.14 (55)		7.69 (55)	
*\$100,000 to \$200,000	6.64 (70)	7.19 (55)		7.74 (55)	
Over \$200,000	6.69 (75)	7.24 (55)		7.79 (55)	
*Effective July 3, 1977, the \$60,000 to \$100,000 bracket becomes \$60,000 to \$120,000 and the next higher bracket becomes \$120,000 to \$200,000					

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1

111
04

113
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114
1

SCHEDULE "B" WAGES - CONTINUED

<u>CLASSIFICATION</u>	<u>EFFECTIVE</u> <u>7-4-76</u>	<u>EFFECTIVE</u> <u>7-3-77</u>	<u>COLA</u> <u>Jan/78</u>	<u>EFFECTIVE</u> <u>7-2-78</u>	<u>COLA</u> <u>Jan/79</u>
ASSISTANT HEAD PRODUCE - STORES <u>OVER \$100,000</u>	6.48 (65)	7.03 (55)		7.58 (55)	

*ASSISTANT FRONT-END

MANAGER - Effective third pay period in August week/ending August 21, 1976

6.48 (95.5) 7.03 (55) 7.58 (55)

*Sales \$0 to \$100,000 - 1 Assistant Front-end Manager
 \$100,000 to \$200,000 - 2 Assistant Front-end Managers
 Over \$200,000 - 3 Assistant Front-end Managers

HEAD NIGHT LEAD CLERK

7.15 (1.205) 7.70 (55) 8.25 (55)

NON-FOOD DEPT. HEAD

\$100,000 to \$200,000	6.175 (65)	6.725 (55)	7.275 (55)
Over \$200,000	6.225 (70)	6.775 (55)	7.325 (55)

SCHEDULE "B" - WAGES - CONTINUED:

1. Delete paragraphs referring to Assistant Head Produce Clerk and Non-Food Department head as both classifications are now covered in the Wage Schedule.
2. Delete all references to Back-up Cashier effective August 15, 1976. In the interim period, present back-up cashiers will continue to receive existing premium; Assistant Front-end Manager Classification to be effective August 15, 1976; present Back-up Cashier(s) will be considered for new classification to fill vacancy in the thirty-five (35) day period.

The average weekly sales for 13 periods shall mean the average weekly sales for the 13 Kroger periods ending with the second Kroger period of each respective year. ADD: "Any rate changes resulting from volume bracket change will become effective on July 4, 1976, July 3, 1977, July 2, 1978, respectively.

3. Paragraph 2 (a) - to be incorporated in night stocking crew Article.

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150
Delete all reference to lead night stock clerk and head night stock clerk as classification of head night lead clerk (7.15) now appears in the wage schedule and is applicable to all stores, effective July 4, 1976; Provide ten cents (10¢) per hour additional premium for night stocking crews (fifty cents (50¢) effective the Sunday following ratification; delete from present Agreement: "and in such case, there will be no lead night stock clerk in the store".

Paragraphs (b), (c), and (d) - no change

Paragraph (e): Provide ten cents (10¢) per hour additional premium for head grocery clerk if assigned to night crew; delete reference to: "and in such case, there will be no lead night stock clerk in the store".

Paragraph (f) - no change

SACKER - CARRY-OUT CLASSIFICATION

It has been agreed to add a new such classification to the Agreement under the following conditions, these conditions to become a part of contractual language describing the classification and limiting the duties.

1. Rate structure, as reflected in Schedule "A" Wages.
2. Sacker/Carry-out will have seniority under the same conditions as described in the appropriate articles of the Agreement, but such seniority shall be applied only among themselves in their own classification.
3. Sacker/Carry-out will receive consideration on a seniority basis for promotion to higher paid classifications before new employees are hired from the outside.
4. A Sacker-Carryout employee's work is restricted to the following duties:
 - a. Maintain the area of the checkstands and customer entrances in an orderly condition through clean-up work and the stocking of supplies in the checkstands, which shall not include merchandise for sale.
 - b. Assistance to customers in the "bagging" of their their orders and in transporting merchandise purchased by them to their automobiles in the store's parking lot.
 - c. The collection of shopping carts.
 - d. Effective July 1, 1977 sort empty return bottles and put in proper area for return.
 - e. Cleaning up "spills".
 - f. General cleaning and loading of salvage (this provision shall not be utilized to reduce hours spent in these duties by present employees in the clerk classification, including nite stocking employees.
5. Employees on the payroll of the Employer as of July 20, 1976 will be scheduled and/or allowed to claim available hours of a Sacker/Carry-out employee in accordance with Article 11, Paragraph C at the employees current rate of clerk's pay. Employees classified as clerks hired after July 20, 1976 will not be allowed to claim the hours of a Sacker/Carry-out employee.
6. Following the ratification of the Agreement as the "first Sacker/Carry-Out" is hired into each store, the Employer will post in the store a notice with respect to number four (4) above.

7. In the event violations of the "duties" of Sacker/Sanitors as outlined in this Article, the following procedures will apply:

- (a) The Union will file such grievance in writing at the Step Two level.
- (b) Upon the first proven violation in a store of these duties, the Union may require that all Sacker/Sanitor employees working in that store in the week that the violation occurred, be paid for all hours worked that week at the beginning part-time rate.
- (c) Upon a second proven violation in the same store of these duties, the Union may require that all Sacker/Sanitor employees working in that store in the week that the violation occurred, be paid for all hours worked that week at the top part-time rate of pay.
- (d) Upon the third proven violation in the same store of these duties during the life of this Agreement, the Union may notify the Employer that the store in question has lost the right provided for in the Agreement for the use of the Sacker/Sanitor classification until such time as the parties, by mutual agreement, consent to reinstate this portion of the Agreement for that store.
- (e) A violation of the intent of this section is defined as the knowing performance of restricted duties as detailed earlier in this section by a Sacker/Sanitor employee at the direction of, or with the permission of, the store manager or co-manager of that store.
- (f) Any employee in the Sacker/Sanitor classification who is involved in such restricted duties without the knowledge of or consent of the store manager or co-manager, is subject to discipline up to and including discharge for cause.

	Effective 7-4-76	Effective 7-3-77	Effective 7-2-78
SACKER/SANITOR CLASSIFICATION			
START	2.50	2.60	2.70
AFTER 6 MOS.	2.65	2.75	2.85

7. Penalty Violations: paragraphs a, b, c, d, e, f, remain the
Delete paragraph g.

After 12:00 midnight and before 8:00 A. M., if the store is opened for business, nite stock crews will not be required to perform customer service duties during such period.

The Employer under the signature of the Director of Operations will provide a letter of mutual agreement whereby the Employer will institute on a "test basis" the provision for four-ten hour shifts for night stocking crews on a ninety (90) day trial basis - in at least four stores based on total store volume sales.

The Employer agrees to recognize the Union in regard to the Employers proposed new store(s) in Boone County, Kentucky.

For the Employer:

LD on G. Hirsch 7/19/76
R.D. Wumpf

For the Union

James M. Connolly 7/19/76
Hema Witehau